

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **March 26, 2002; Work Session**

AGENDA ITEM NO.: **9**

CONSENT:

REGULAR:

CLOSED SESSION:

(Confidential)

ACTION:

INFORMATION: **X**

ITEM TITLE: **Proposed Mutual Aid Agreement with Adjoining Counties**

RECOMMENDATION: N/A

SUMMARY: Council Member Seiffert asked that Council be updated on this matter during your work session. As you know, last summer a proposed updated Mutual Aid Agreement was sent to the counties of Amherst, Bedford and Campbell for their consideration. In the succeeding months legal counsels for the counties have reviewed the documents and I believe that there has been some discussion with emergency services providers and at the Board of Supervisors' level in the counties. The most recent action has been the receipt of a revised agreement from Campbell County (attached). With a few minor changes, we believe that the revised agreement is acceptable to the City. If Council has no objection, staff will continue working to finalize the mutual aid agreement with Campbell County and will bring a final proposed agreement back to Council for approval. We believe that having a signed agreement with Campbell County first is appropriate as the majority of calls for service outside of the City come from Campbell County. We will then use the agreement with Campbell County as a template for similar agreements with Amherst and Bedford.

PRIOR ACTION(S): N/A

FISCAL IMPACT: Responding to mutual aid calls in adjoining counties does have a cost to the City. There has been some suggestion that the City seek to recover some of the costs of EMS response through billing similar to that done for City residents.

CONTACT(S): Payne, Erwin

ATTACHMENT(S): Proposed Mutual Aid Agreement

REVIEWED BY:

**CAMPBELL COUNTY/LYNCHBURG AGREEMENT  
FOR  
EMERGENCY FIRE & EMS SERVICES**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the **CITY COUNCIL of the CITY OF LYNCHBURG, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, and the **BOARD OF SUPERVISORS of the COUNTY OF CAMPBELL**, a political subdivision of the Commonwealth of Virginia;

**W I T N E S S E T H:**

**WHEREAS**, the parties to this Agreement have previously adopted resolutions authorizing participation in the Statewide Mutual Aid Program, which was developed to assist localities to more effectively and efficiently exchange services and resources, especially in response to a *major disaster or state- or locally-declared state of emergency*; and which program is intended to be supplemental to day-to-day mutual aid agreements between adjacent or nearby localities; and

**WHEREAS**, the parties hereto have determined that the provision of Emergency Fire and EMS Services across jurisdictional lines in accordance with such a local mutual aid agreement will increase the ability of the parties to preserve the health, safety, and welfare of the citizens of each of the localities involved; and

**WHEREAS**, VA. CODE ANN. ' '27-2 and 27-4 (Repl. Vol. 2001) and VA. CODE ANN. '44-146.20 (Cum. Supp. 2001) authorize local governments to establish and carry into effect a plan to provide mutual aid;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

**Section 1. Definitions.**

The following terms shall have the meaning ascribed to them below, unless the context clearly requires a different meaning:

**Emergency** -- *A serious, unexpected situation or occurrence requiring immediate response by fire and/or emergency medical services.*

**Mutual Aid Agreement** -- *An agreement between two or more jurisdictions to provide assistance in the form of personnel, equipment or expertise upon request, one to the other, (a) once the requesting jurisdiction has depleted its resources or is in imminent danger of depleting its resources as the result of incident demands and needs additional resources to mitigate the incident, and/or resources to respond to additional calls-for-service in its jurisdiction while it is*

*engaged in other emergency response activities, or (b) in the event that specialized personnel, equipment or expertise needed to respond to a particular fire or medical emergency is not available in the requesting jurisdiction.*

## **Section 2. Procedure for Request/Provision of Mutual Aid.**

When an actual or threatened emergency exists within the boundaries of any of the parties hereto, as a result of, or due to the imminence of fire, rescue/EMS incident, flood, tornado, hurricane, hazardous materials accident, severe storm, or other emergency incident that supercedes the party's ability to mitigate successfully, the affected party shall notify the other party to this Agreement of such emergency and its need for emergency aid or assistance. Such request may be made by orally communicating a request for mutual aid assistance to an authorized representative of a party to this Agreement, specifying that nature, extent, and location of the requested assistance. When contacted by a requesting party, such authorized representative shall immediately assess local resources to determine available personnel, equipment and other assistance and advise the requesting party. Assistance shall be rendered according to the procedures established in the Operational Plan developed and agreed upon by the parties to this Agreement, pursuant to the provisions in Section 3 herein.

Each party shall designate an official or officials empowered to request assistance under this Agreement. This official(s) shall also be the person to which the requesting jurisdiction shall direct its notice of need for emergency aid or assistance. Officials authorized to request and render mutual aid assistance hereunder are designated in Attachments B and C of this Agreement.

## **Section 3. Operational Plan.**

The mutual aid assistance to be rendered under this Agreement shall be provided in accordance with the Operational Plan attached hereto as Attachment A, which provisions are incorporated herein by reference. The plan shall outline procedures to be followed in responding to a request for assistance. The parties shall annually review this Agreement and, if necessary, propose amendments to procedures in requesting assistance. Any proposed amendment shall not be effective until approved by written memorandum by the governing bodies of the parties to this Agreement.

Any party to this Agreement requested to render mutual aid assistance shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the provisions hereof; provided that it is understood that the party rendering aid may withhold resources to the extent necessary to provide reasonable protection within its own jurisdiction.

## **Section 4. Governmental Immunity and Responsibility.**

(a) It is understood that for the purpose of this Agreement, the assisting party is rendering aid once it has entered the jurisdictional boundaries of the party requesting assistance.

(b) When the assisting party is operating under the terms of this Agreement on any call beyond the corporate limits of its jurisdiction, it shall be deemed to be operating in a governmental capacity, and subject only to such liability as it would be if it were operating within the corporate limits of its own jurisdiction. The requesting jurisdiction assumes no liability for the actions of the agents of the assisting jurisdictions, nor does the assisting jurisdiction assume any liability for the actions of the requesting jurisdiction.

(c) This Agreement shall not be construed to impair or affect any sovereign or governmental immunity or official immunity from liability that may be enjoyed by any officer, agent, or employee of the parties of said Agreement.

(d) Notwithstanding any other provisions of this Agreement, the services performed and expenditures made under this Agreement shall be deemed for public and governmental purposes. The requesting jurisdiction will be responsible for replacing any expended consumable supplies, either borrowed from another jurisdiction, or consumed in the course of rendering aid by the assisting party.

#### **Section 5. Indemnification and Insurance.**

(a) As provided for in VA. CODE ANN. '27-2 (Repl. Vol. 2001), each party to this Agreement agrees to waive any and all claims against all the other parties hereto which may arise out of their activities outside their respective jurisdiction under such Agreement.

(b) Each party agrees to indemnify and hold harmless, as allowable by Virginia law, all other parties to this Agreement from any and all claims by third parties for property damage or personal injury which may arise out of activities of the other parties hereto outside their respective jurisdictions under this Agreement.

(c) Each party to this Agreement shall be responsible for its own actions and those of its employees and is responsible for complying with the Virginia Workers' Compensation Act, as it may be applicable to each party.

(d) Each party to this Agreement shall be responsible for its own actions and is responsible for complying with the Virginia motor vehicle financial responsibility laws. Each party hereto agrees to obtain automobile liability coverage with a limit of at least \$1,000,000 combined single limit and coverage for owned, non-owned, and hired vehicles, or maintain a comparable self-insurance program. It is understood that the local government may include in the emergency response volunteer companies that have motor vehicles titled in the name of the volunteer company. It is the responsibility of each party to this Agreement to determine if the volunteer company has automobile liability coverage as outlined in this section.

(e) To the extent permitted by law and without waiving sovereign immunity, each party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each party hereto agrees to obtain general liability, public officials liability and law enforcement liability, if applicable, with

minimum single limits of no less than \$1,000,000, or maintain comparable self-insurance program.

(f) Each party shall provide sufficient evidence of coverage provided in the form of a Certificate of Insurance or Letter of Credit, or certify in writing that it maintains a comparable program of self-insurance.

#### **Section 6. Employee Benefits.**

(a) All the immunities from liability and exemptions ~~for~~ under laws, ordinances, and regulations which the party's firefighters, rescue or emergency medical technicians or attendants, agents, and employees have in their own jurisdiction shall be effective in the jurisdiction to which they are giving assistance.

(b) All pension, relief, disability, Workmen's Compensation or other benefits enjoyed by said employees in their own jurisdictions shall extend to the services they perform under this Agreement outside their respective jurisdictions.

#### **Section 7. Supervision and Control.**

(a) When providing assistance under the terms of this Agreement, the personnel, equipment, and resources of any assisting party will be under the **operational control** of the requesting party, which shall advise supervisory personnel of the assisting party of work tasks, for assignment to personnel. Direct supervision and control of personnel, equipment, and resources shall remain with the designated supervisory personnel of the assisting party. However, in the event that an authorized representative of the requesting party is not present at the site of requested assistance or is otherwise not immediately available to supervise, then, in accordance with VA. CODE ANN. '27-23.9 (Repl. Vol. 2001), the commander of the first company to arrive shall have general supervision and control of all such participating companies and departments until an officer of the requesting political subdivision who is otherwise authorized by law to do so shall assume such general supervision and control.

(b) The parties shall notify each other of title of the official(s) authorized to direct mutual aid activities within the requesting jurisdiction.

(c) Officers, employees, agents, and volunteers shall comply with the operational policies of their respective agencies. The parties agree to hold their own officers, employees, agents, and volunteers responsible and accountable for compliance with established operational policies of their respective departments.

#### **Section 8. Duration.**

This Agreement shall become effective upon the execution by all parties and remain in effect from year to year until terminated by all the parties hereto upon written notice setting forth the date of termination, which shall in no event be sooner than ninety (90) days following receipt of such written notice by all parties hereto.

**Section 9. Entire Agreement.**

This Agreement, including Attachments A, B, and C as those Attachments may be modified from time to time by written agreement of the parties hereto and which Attachments are hereby incorporated by reference as a part of this Agreement, represents the entire and integrated Agreement between the parties and supersedes any and all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by all authorized representatives of all parties of said Agreement,

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written:**

**THE CITY COUNCIL of the CITY OF LYNCHBURG,  
VIRGINIA**

By: \_\_\_\_\_ (SEAL)  
**L. KIMBALL PAYNE III**  
City Manager

**THE BOARD OF SUPERVISORS of the COUNTY OF  
CAMPBELL, VIRGINIA**

By: \_\_\_\_\_ (SEAL)  
**R. DAVID LAURRELL**  
County Administrator

STATE OF VIRGINIA,

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2002, by **L. KIMBALL PAYNE III, City Manager of the City of Lynchburg, Virginia, on behalf of the CITY COUNCIL of the CITY OF LYNCHBURG, VIRGINIA.**

(SEAL)

My commission expires:\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF VIRGINIA,

to-wit:

CITY/COUNTY OF \_\_\_\_\_.

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2002, by **R. DAVID LAURELL, County Administrator for the County of Campbell, Virginia, on behalf of the BOARD OF SUPERVISORS of the COUNTY OF CAMPBELL, VIRGINIA.**

(SEAL)

My commission expires:\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## **ATTACHMENT A**

### **Operational Plan**

#### **I. Criteria for Requesting Mutual Aid**

- A. Once a requesting party to this Agreement has depleted its resources or is in imminent danger of depleting its resources as a result of incident demands and needs additional resources to mitigate the incident and/or resources to respond to additional calls-for-service in its jurisdiction while it is engaged in other emergency response activities, or in the event that specialized personnel, equipment, or expertise needed to respond to a particular fire or medical emergency is not available in the requesting jurisdiction, the requesting party shall notify the designated official of other party(ies) to this Agreement of such emergency and its need for emergency aid or assistance. For purposes of this Agreement, an “emergency” shall be deemed to include, but not be limited to the following:
1. The rendering of Advanced Life Support assistance. In the event that during an emergency medical transport from Campbell County to a hospital emergency room in the City of Lynchburg, Advanced Life Support is needed, the City will provide the same upon entry within its City Limits or, within \_\_\_\_\_ miles of such City Limits when availability of specialized personnel and equipment make more immediate intervention possible.
  2. Normal terrain search for persons who are presumed lost and who are not capable of taking care of themselves (e.g. small children, the mentally retarded, the aged, and the ill).
  3. Natural or man-made disasters, such as floods, tornadoes, fires, hazardous materials incidents, rescue/EMS incidents, or severe storms.
  4. Incidents requiring the assistance of a specialist or specialists, including specialized teams and/or specialized capabilities.
- B. The requesting jurisdiction shall have committed or shall have foreseen the need to commit all its available resources.

#### **II. Procedure for Requesting Mutual Aid**

- A. An official authorized by the parties to this Mutual Aid Agreement to request assistance shall do so by notifying the official in the jurisdictions designated. Authorized officials shall be Chief Fire Officers, Chief Rescue Officers, Public Safety Directors or Coordinators, or designee.



- B. The radio communications dispatch system, or any other available communications method, shall be used to make a request for assistance.
- C. The designated official contacted by the requesting jurisdiction shall alert units within the assisting jurisdiction of the possible need for mutual aid assistance, of an actual request for assistance, and if necessary, the need to stand-by.
- D. The request for mutual aid assistance shall state:
  - 1. The nature of the emergency and its location,
  - 2. The type and number of personnel needed,
  - 3. The type of equipment needed, and
  - 4. The name and location of the Command Post (CP), the official to whom the assisting personnel shall report, and tactical radio channels in use at the incident.

### **III. Use of Mutual Aid Assistance**

- A. The authorized official of the assisting jurisdiction shall determine the type and number of personnel available to be dispatched, and shall use the best available communications method to acknowledge the request, stating the amount and type assistance to be provided.
- B. The assisting personnel shall report to, and shall be under the command of, the ranking officer on-scene or official named in the request.
- C. Assisting personnel shall be deployed as integral units, and under their own supervisor.
- D. ***Requested Mutual Aid response is not guaranteed.*** If the requested personnel and/or equipment are unavailable due to high activity levels, or impending/existing emergencies in its home jurisdiction, the request for mutual aid may be denied. The jurisdiction receiving a request for assistance shall immediately notify the requesting jurisdiction of such a situation, explaining the reason it cannot assist.

### **IV. Withdrawal of Mutual Aid Assistance**

- A. As soon as possible, the mutual aid personnel and equipment shall be withdrawn and returned to their jurisdiction.
- B. If the mutual aid units are needed in their home jurisdiction before the termination of the emergency incident, the ranking mutual aid official shall notify the on-scene commander of the situation. The on-scene Incident Commander must release the mutual aid units as soon as possible.

## **ATTACHMENT B**

### **Officials Authorized to Request and Render Mutual Aid Fire & EMS Assistance** **(City of Lynchburg)**

Lynchburg Fire & EMS designated officials authorized to request and to render Mutual Aid Fire and EMS assistance to participating jurisdictions:

1. Chief of Department
2. Deputy Chief of Operations\*
3. Deputy Chief of Administrative Services\*
4. On-duty Battalion Chief, Battalion One
5. On-duty Battalion Chief, Battalion Two

*\* Will determine resource availability prior to authorizing the rendering of assistance by communication with duty Battalion Chief(s).*

**All requests for assistance by participating jurisdictions of Lynchburg Fire & EMS should be routed through Lynchburg's emergency communications center (LynComm).**

**Authorizing signature:** \_\_\_\_\_  
Chief of Department, Lynchburg Fire & EMS

## **ATTACHMENT C**

### **Officials Authorized to Request and Render Mutual Aid Fire & EMS Assistance** **(Campbell County)**

Campbell County Fire & EMS designated officials authorized to request and to render Mutual Aid Fire and EMS assistance to participating jurisdictions:

1. Director of Public Safety
2. Deputy Director of Public Safety
3. Fire Chief of any Volunteer Agency
4. EMS Captain of any Volunteer Agency
5. On-scene incident Commander
6. EMS provider in attendance (for ALS support enroute to LGH)

*\* Will determine resource availability prior to authorizing the rendering of assistance by communication with agencies.*

**All requests for assistance by participating jurisdictions of Lynchburg Fire & EMS should be routed through Campbell County's emergency communications center.**

Authorizing signature: \_\_\_\_\_  
[Name/title of authorizing official]